

**New Jersey Public Employment Relations Commission**  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer: Ewing Township County: Mercer

2 Employee Organization: CWA-Local 1032 Number of Employees in Unit: 47

3 Base Year Contract Term: 7 years New Contract Term: 4 Years

**SECTION II: Type of Contract Settlement (please check only one)**

- 4 ☒ Contract settled without neutral assistance
- 5 ☐ Contract settled with assistance of mediator
- 6 ☐ Contract settled with assistance of fact-finder
- 7 ☐ Contract settled with assistance of super-conciliator
- 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes ☐ No ☐

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 1,939,577

10 Longevity Costs in Base Year \$ 71,071

11 Total Salary Base \$ 2,010,648

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	
13 Cost of Salary Increments (\$)	<u>40,213</u>	<u>45,915</u>	<u>46,948</u>	<u>48,005</u>	
14 Salary Increase Above Increments (\$)	<u>6,750</u>	<u>0</u>	<u>0</u>	<u>0</u>	
15 Longevity Increase (\$)					
16 Total \$ Increase (sum of lines 13-15)	<u>46,963</u>	<u>45,915</u>	<u>46,948</u>	<u>48,005</u>	
17 New Salary Base (\$)	<u>2,060,681</u>	<u>2,106,597</u>	<u>2,153,545</u>	<u>2,201,550</u>	
18 Percentage increase over prior year	<u>2.0</u> %	<u>2.25</u> %	<u>2.25</u> %	<u>2.25</u> %	

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Vision Reimbursement	250	150				
	Vacation Days Sell Back	0	39,628	883.00	903.00	923.00	
	Uniform Allowance	12,800	8,550				
20	Totals(\$):						

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**

	Base Year	Year 1
21 Health Plan Cost	\$ 578,836	\$ 681,963
22 Prescription Plan Cost	\$ 156,523	\$ 175,904
23 Dental Plan Cost	\$ 56,400	\$ 56,400
24 Vision Plan Cost	\$ N/A	\$ N/A
25 Total Cost of Insurance	\$ 791,759	\$ 914,267
26 Employee Insurance Contributions	\$ 15,600	\$ 32,530
27 Employee Contributions as % of Total Insurance Cost	2 %	4 %

**Section VI: Medical Costs (continued)**

**28** Identify any insurance changes that were included in this CNA.

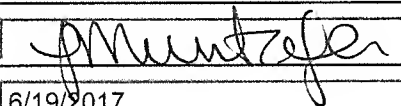
Health benefits in retirement limited to:

Employee only with 25 years in PERS and last 15 years with Township of Ewing.

Medicare Part B reimbursement for employee only.

**SECTION VII: Certification and Signature**

**29** The undersigned certifies that the foregoing figures are true:

Print Name: Joanna K. Mustafa  
Position/Title: CFO/Assistant Administrator  
Signature:   
Date: 6/19/2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

**As Revised 3/17/17**

**AGREEMENT Between  
TOWNSHIP OF EWING**

**And**

**CWA- LOCAL 1032  
CLERICAL/ADMINISTRATIVE**

**January 1, 2016 – December 31, 2019**

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## AGREEMENT

THE AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2017 by and between, the TOWNSHIP OF EWING, a municipality, in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (Clerical and Administrative) hereinafter called the "Union".

## WITNESSED

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

## ARTICLE I

### SECTION I:

**RECOGNITION:** The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications, including telecommunication operators, listed under Appendices A and B attached hereto, and by "reference made a part of this Agreement, and for additional classification as the parties may later agree to include."

### SECTION II:

**NO STRIKECLAUSE:** It is agreed that during the term of this agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone; or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such work order to the Employer and use every means at its disposal to influence the employees to return to work.

### SECTION III:

**DUES AND DEDUCTIONS:** The Dues rate shall be 1.15% of the employee's base salary. Should such amount change, the Union shall provide the Employer with written notice of the amount of regular union dues. To the extent not in conflict with applicable law, upon receipt of a lawfully executed written authorization from an employee to do so, the Employer shall deduct the entire regular Union dues of the employee from such employee's paycheck. It shall be a condition of employment that all employees eligible to



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become members of the Union, but who are not members of the Union, shall be required to pay to the Union an agency shop fee of 85% percent of the regular Union dues. Therefore, to the extent not in conflict with applicable law, the Employer shall deduct from the paycheck of an employee who does not provide to the Employer written authorization to deduct the entire regular Union dues an amount equal to 85% percent of such regular Union dues.

All deductions under this Section will be remitted by the Employer to the Union by the Employer sending the same by regular mail to the Communications Workers of America, AFL- CIO, 67 Scotch Road, Ewing, New Jersey 08628, not later than the tenth (10th) day following the deduction from the employee's paycheck. Payroll deduction dues will be made by the Employer commencing with the first pay period following the completion of thirty (30) calendar days of employment by the employee with the Employer in a bargaining unit position. The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in an amount equal to one-twelfth (1/12) of the annual regular Union dues (or 85% percent thereof, as the case may be, as herein above provided).

Anything herein to the contrary notwithstanding, any authorization received by the Employer from an employee to withhold the full amount of regular Union dues from the employee's paycheck may be withdrawn by the employee at any time by filing a notice thereof with the Employer's disbursing officer. The filing of such notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which the notice of withdrawal is filed.

The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

#### SECTION IV:

SAVE HARMLESS CLAUSE: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

#### SECTION V:

UNION REPRESENTATIVES: The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are on non-working time.

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The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Township or their representative being notified and their permission to do so obtained, nor shall the investigation, presentation, discussion, processing or handling of the grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Township representative and receiving permission. Said Union representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours.

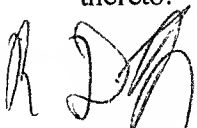
The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such representative unless he/she is so designated by the union to the Township.

**UNION SHOP STEWARDS & NEGOTIATING COMMITTEE MEMBERS:** The Union representative or their designee shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members as he/she deems necessary.

The Township understands that the choice of and removal from office of Stewards, or Negotiating Committee Members is a function of the Union. The Union shall notify the Township within seventy-two (72) hours of any changes in the makeup of the members.

#### SECTION VI:

**EQUAL TREATMENT AND NONDISCRIMINATION:** The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, Union membership or Union activities. However, Union and Employer agree that an employee of the unit must be able to meet physical requirements of the position as set forth in the New Jersey Department of Personnel Job Description and any future revisions thereto.



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BHS

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

#### SECTION VII:

The bargaining unit is granted an aggregate of nine (9) days per year with pay for Union business solely. Union business shall include education seminars, union sanction meetings or union convention, not to exceed two (2) representatives at any one time (only one person per department) and each representative will be charged one union day. The union is to give prior notice to the division head of which individual will be attending and certify the dates and location of union business.

The Union shall provide five (5) working days' notice of any scheduled training, conference or seminar.

An appointing authority may grant a leave of absence without pay to any employee elected or appointed as an official of the employee's union. The maximum period for such leaves shall be a subject of negotiation between the employer and union.

### ARTICLE II

**MANAGEMENT RIGHTS:** It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the Township, to determine the amount of over time to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the Union, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this agreement.

#### SECTION I

The Township hereby retains and reserved unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for just cause, promote or lay off employees from duty because of lack of work or for other business reasons.



The right to require employees to observe the Township's established and documented rules and regulations, or the Township's right to make new rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement

The selection of employees for promotion.

To determine the employee pay period and method for recording working hours.

The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

## SECTION II

**TERMS AND CONDITIONS OF EMPLOYMENT:** Except as otherwise provided herein, all rights and benefits which the employees of the township have heretofore enjoyed and are presently enjoying as contained in Township Ordinances, Rules and Regulations, and/or Policies and Procedures currently in effect and Civil Service Commission, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all applicable State Statutes, Rules and Regulations, Policies and Procedures of the New Jersey Public Employment Relations Commission, Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Township's current Policy and Procedure Manual & Handbook, effective December 8, 2014, which are only superseded by any specific term and condition covered by the Union Collective bargaining Agreement.

All new Rules and Regulations and Policies and Procedures proposed by the Township affecting working conditions, or any of the Terms and Conditions of this Agreement shall be submitted to the Union for review and discussion before being implemented. All such rules and policies shall be consistent with New Jersey State Statutes, Township Ordinances and this Agreement.

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### ARTICLE III

#### DEFINITIONS

**SENIORITY:** Seniority is defined as an employee's continuous length of service with the Township, beginning with the latest date of hire.

**DEPARTMENTAL SENIORITY:** Departmental Seniority is defined as an employee's continuous length of service in a department of the Township beginning with the employee's latest date of hire.

Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph below..

Where ability to perform work, license, credentials, prior work experience are considerations in application of the above paragraph, determination shall be made by the Employer.

The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.

**LOSS OF SENIORITY:** Continuous service for seniority purpose shall be broken for any of the following reasons:

Failure to notify the Township of intent to return to work within five (5) days after the date recall notice is sent by certified mail to the employee's last address on record with the Township, or failure to report for work within five (5) working days after the date recall notice is sent by certified mail to the employee's last address on record with the Township.

If the employee quits.

If the employee is discharged.

If the employee is absent from work for five (5) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances:.

If the employee overstays a leave of absence without notifying the Township.

If the employee gives a false reason for a leave of absence or engages in other employment during such leave.

#### PROBATIONARY EMPLOYEES:

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors shall evaluate the employee's work performance and conduct to determine whether the employee merits permanent status. Halfway through the



probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the department head may submit to the Township a written evaluation of the employee's performance to date. Upon the successful completion of the probationary period, seniority will revert back to the initial date of hire.

An employee hired to fill a "non-competitive" position (as that term is defined by the State of New Jersey Department of Civil Service) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his/her supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during his/her working test period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Township may extend the probationary period for an additional thirty (30) calendar days, or in the case of promotion, revert the employee back to the former position if that position is still open.

**LAYOFF:** Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Township may lay off an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Township and according to Civil Service rules, N.J.A.C. 4A:8-2.1, regarding layoffs

## ARTICLE IV

### SECTION I:

#### SICK TIME POLICY

Sick time for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year.

Any amount of sick time allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

If any employee is absent for reasons that entitled him/her to sick time, his/her supervisor or his/her designee shall be notified prior to the employee's starting time or in conformance with division regulations.



The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. An employee who has been absent on sick time for five (5) consecutive work days will be required to submit acceptable medical evidence substantiating the illness. If there is a reasonable belief by the Township that an employee has habitually abused the sick time policy the employee shall be required to bring in medical certification prior to their return to work. Continued abuse of the sick time policy can lead to disciplinary action.

Sick time credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave and/or leave of absence under an approved Federal and State Family Medical Leave Act (FMLA).

Sick time may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

A permanent employee will be permitted to use his or her sick time for emergencies incurred by members of their immediate family in accordance with the New Jersey Civil Service definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act (FMLA).

All requests for sick time off must be called into the office prior to the start of the regular work day for that division. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension or termination.

Sick time is not to be used for personal business and when same is improperly used, the employee will be subject to disciplinary measures which could result in his/her removal.

Sick time shall not be used in conjunction with vacation, personal days, or holidays unless a physician's note is provided that substantiates the illness.

The Appointing Authority and/or Department Head or his designee may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. Proof of illness must be documented by a certified physician with his/her signature.

## SECTION II:

### LEAVES OF ABSENCE:

Permanent employees may request a leave of absence with or without pay for good cause. The Business Administrator may either approve or deny the request for justified



reasons. A Leave of Absence will not be granted in cases where a change in employment is involved. An employee who does not return to or overstays a leave of absence may be considered to have quit their employment, and if rehired, shall be considered a new employee. An employee desiring a leave of absence shall submit a request in writing to the Township and complete any leave papers stating the reason for and duration of the leave requested. The Township shall notify the employee of their determination in writing prior to the employee's requested leave date. Employees covered under this Agreement shall continue to receive all benefits provided by the Township at no cost as if they were still working for as long as they are on an approved leave listed below. An employee may be eligible for the following types of leave:

Leave of absence without pay shall be at the discretion of the Township.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.

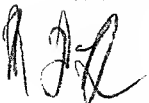
Family Leave Act (FLA), SAFE Act, FMLA, Bereavement Leave, Jury Duty Leave, General Time-Off, Fire Time-Off, Leave of Absence Policy, Occupational Leave, Military Leave, and Donated Time-Off Policy as provided in the Policy & Procedure Manual dated December 8, 2014.

**PERSONAL DAYS:** Employees covered by the provisions of this Agreement shall be entitled to three (3) days per year with pay for personal business. Said days shall not be taken unless 48 hours' notice thereof has been given the employee's supervisor. In the event that less than 48 hours' notice is given, said days may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment (except for discipline or other than regular retirement) personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

### SECTION III

**OCCUPATIONAL INJURY:** Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for





temporary disability. Such leave shall be limited to a maximum of one hundred thirty-five (135) working days from the date of injury.

In the event that an injured employee receives temporary disability under workers' compensation during the course of the aforementioned one hundred thirty-five (135) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township. Said tender of draft to the Township of Ewing will be reimbursement of the Township to be applied toward payment of the injured employee's full salary during the course of the aforementioned leave. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the leave period.

Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### SECTION IV

**MILITARY LEAVE:** Leave for military purpose shall be granted to the Employee in accordance with the New Jersey Civil Service regulations and/or New Jersey Statutes.

#### SECTION V

##### **JURY DUTY:**

In the event that an employee is ordered to jury duty, the employee will be granted time off as the court requires. Absence from work will not be counted against regular vacation leave, sick leave, or personal days.

All requests for jury duty leave must be filed with the employee's appropriate Department Head prior to the start of jury duty. The employee must provide a copy of the court notice to their Department Head for forwarding to the Personnel Office.

The employee will be paid only for the time required to be on-call at the courthouse and/or the time actually serving on a jury. Payment will be made only to the extent that jury service prevents the employee from reporting to work. If there are times the employee is not scheduled to be on-call or at the courthouse or to serve on a jury, the employee must report to work. If the employee is released from jury duty with more than two (2) hours left to work on his/her shift, the employee must return to work immediately in order to receive pay for that day. Documentation is required as proof of jury duty.

#### SECTION VI

**BEREAVEMENT LEAVE:** Unless otherwise provided in this agreement, the following bereavement leave policy shall apply.



For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, and relatives or significant others who were living in the household of the employee at the time of death.

In the event of the death of an employee's family member, five days' time off with pay will be granted to permit the employee to attend funeral services and attend to funeral related needs. The employee may use this time non-sequentially to accommodate family needs and attendance at services. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral: brother-in-law, sister-in-law, aunt, uncle, grandparent or biological parent of the employee's child. Sick time may be utilized for Bereavement Leave.

In the event long-distance traveling in excess of 150 miles one-way is involved, the policies set forth in this section may be modified at the discretion of the Administrator.

The employee must provide reasonable proof of death to their Division Head for forwarding to the Personnel Office, prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

## SECTION VII

**NON-PAID LEAVE OF ABSENCE:** The Township will grant a leave of absence, without pay, to one (1) employee to accept full-time Union employment for a period of one (1) year. The employee may request an additional six (6) month extension subject to the approval of the Mayor. Sixty (60) days' notice shall be given to the Township by any employee requesting such a leave.

Leave of absence without pay shall be at the discretion of the Township.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act (FMLA).

## ARTICLE V

### SECTION I: GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute either contractually or non-contractually between the employee and the Township concerning the terms of employment. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the

same treatment to their associates, supervisor and the public. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

The grievant shall be represented by either the Union shop steward or Union Business Representative at any and all Steps of the Grievance Procedure. The Township shall forward to the Union all written dispositions of grievances involving bargaining unit employees. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

All grievances shall be settled in the following manner:

STEP 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) days after the supervisor's response is due. The Department Head shall respond to the steward in writing within ten (10) days. If the grievance is not presented in writing in accordance with this stipulation within ten (10) days, it shall be deemed abandoned. The employee may be represented by a Union officer, steward, or his or her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local Union officer, steward, or his or designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Personnel Officer in writing within seven (7) days after the response of the Department Head is due. The Personnel Officer will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her. The Personnel Officer shall respond in writing within ten (10) days. If the grievance is not presented in writing in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, or his or her designee, and representative of the CWA Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his or designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Business Administrator, in writing, within seven (7) days after the response of the Personnel Officer is due. The Business Administrator will hold a hearing within ten (10)



days of the receipt of presentation of the grievance to him or her. The Business Administrator shall respond, in writing, within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains not settled, it shall be presented to the Mayor, or their designee in writing, within seven (7) days after the response of the Business Administrator is due. The Mayor, or their designee will hold a hearing within twenty (20) days of receipt of presentation of the grievance to him or her. The Mayor or his designee shall respond in writing within thirty (30) days. If the grievance is not presented, in writing, in accordance with this stipulation, within seven (7) days, it shall be deemed abandoned.

STEP 6: In the event the grievance has not been satisfactorily resolved at Step 5, CWA Local 1032, and only the CWA Local 1032, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation, or the Public Employees Relations Commission on the following conditions:

The request for arbitration shall be filed by the Union Business Manager or his designee.

The request for Arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time at Step 5.

The grievance is a contractual grievance.

The Union's decision to request the movement of a grievance to Arbitration or to terminate the grievance prior to submission to Arbitration is final.

STEP 7: The cost of arbitration shall be borne by both parties equally, the Union and Township. Any late cancellation fees shall be the sole responsibility of the party requesting the postponement.

## SECTION II: DISCIPLINARY PROCEDURE

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. This is not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

In all cases of disciplinary action taken against an employee by the Township, the employee has the right to have their Union representative present at any meeting and shall

also have the right to file a response to all charges made against them in the form of a written grievance. All disciplinary actions must be documented and a copy provided to the Personnel Department.

If the employee files a written grievance within five (5) working days of an event no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

Progressive discipline shall be used whenever possible. If appropriate, employee will receive counseling which shall be documented. The following procedure shall be taken involving disciplinary action by the Township:

- Step I. Verbal warning (which must be documented);
- Step II. Written reprimand;
- Step III. Minor, suspension of five (5) days or less;
- Step IV. Major, suspension of over five (5) days, or termination;

Serious breaches of conduct, including violation of State criminal statutes, may require immediate suspension or dismissal rather than counseling, warning or written reprimand. When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Township, the Business Administrator, or his/her designee may suspend the offender, with pay, immediately pending investigation, formal charges and subsequent hearing. Such hearing shall be held within thirty (30) days of the suspension. Appeal of a hearing determination shall be to the Office of Administrative Law and not subject to arbitration.

The Union shall be notified immediately of all formal disciplinary charges. The employee has the right to representation at all meetings involving either possible disciplinary action and, or actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed against him/her.

Violation of any of the following rules, because of their seriousness, may result in immediate discharge without prior disciplinary warning:

- a. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents of record.



b. Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.

c. Theft or inappropriate removal from Township premises of property or supplies or the property of another employee or a visitor.

d. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.

e. Absence without authorization.

Infractions of the following rules may, depending on the seriousness of the offence and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

f. Continuous unsatisfactory job performance and/or neglect of duty.

g. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

h. Inability to perform job duties.

i. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.

j. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.

k. Conviction of a criminal act.

l. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.

m. Conduct unbecoming a public employee.

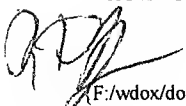
n. Frequent or excessive tardiness or absence from work or an employee's work area.

o. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.

p. Fighting or provoking a fight on Township time or property.

q. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.

r. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.

  
BHS

- s. Action that endangers others, Township property or disrupts work.
- t. Hostile working environment.
- u. Sleeping while on duty.
- v. The use of threatening or abusive language toward a fellow employee or the public.

Disciplinary action may consist of either verbal or written notice.

w. If verbal, the supervisor or the Department Head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee in the presence of the Union Shop Steward. If the matter can be satisfactorily resolved, the supervisor or the Department Head may consider the matter closed.

x. The supervisor or the Department Head, shall inform the Business Administrator who will place a memo in the employee's personnel file. The employee will be allowed to see its contents prior to insertion in the file and file a written rebuttal.

y. If the infraction is of such a nature that it warrants a written reprimand, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Head shall be forwarded to the Business Administrator. A copy of the memo shall be furnished to the employee. Within ten (10) days after receipt of the memo, the Business Administrator will schedule a meeting with the employee and the department head. The Business Administrator will review the facts and make a decision.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee. The employee shall have the right to attach a written rebuttal to the report.

The Township shall follow the procedures in Title 4A of the New Jersey Administrative Code, N.J.A.C. 4A:2-3.1 through N.J.A.C. 4A:2-3.7 in all cases of major and minor discipline, layoffs, terminations, removals, demotions for disciplinary purposes, reemployment rights, voluntary demotions, suspensions and fines.

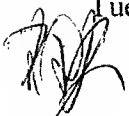
## ARTICLE VI-

### HOURS OF WORK EXCLUDING PUBLIC

### SAFETY TELECOMMUNICATORS

#### SECTION 1:

WORK WEEK: The work week shall consist of five (5) consecutive eight hour days, which includes an unpaid 60-minute lunch break, either Monday to Friday or Tuesday to Saturday.



WORK SCHEDULE: Except for emergency situations, work schedules shall not be changed unless the Union is made aware of the change by no less than twenty (20) days' notice.

## SECTION II:

OVERTIME: Employees may be required to work in excess of their normal work schedule. Overtime may only be authorized by the Business Administrator. Employees shall be entitled to compensation of 1.5 times their base rate of pay for time over 35 hours, which, applies to their work schedule.

If an employee takes time off for a holiday, a vacation, personal day or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not considered hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the employee is required by the Township to work overtime.

For employees working Monday through Friday, Saturday is time and a half and Sunday is double time. For employees working Tuesday through Saturday, Sunday is time and a half and Monday is double time. (Employees absent due to excused sick, vacation or holiday will not have this time credited as worked.) Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, . It is understood that nothing in this clause shall require payment for overtime hours not worked.

An employee may accumulate up to sixty (60) hours of compensatory time per calendar year, but may not carry compensatory time over to the following calendar year except for time earned in December which may be used in the first quarter of the following year.

## SECTION III:

PAY UPGRADES: Any employee who performs work in a higher paid classification other than his or her own for at least four (4) days shall be paid at the rate of the higher classification when authorized by his or her immediate supervisor and the Business Administrator for the time actually worked in higher classification. To be paid, the employee must meet the qualifications required for the higher classification as indicated in the Civil Service Job Specification.

OUTSIDE EMPLOYMENT: An employee is permitted to have outside employment as long as it does not interfere with the employee's duties or performance.

  
BHS



## ARTICLE VII

HOLIDAYS: (All employees excluding Public Safety Telecommunication:

Effective upon execution of the agreement, there shall be eleven (11) paid holidays per year during the term of the remainder of this agreement. The holidays are as follows: -

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. News Year's Day               | 7. Labor Day               |
| 2. Martin Luther King's Birthday | 8. Veteran's Day           |
| 3. Washington's Birthday         | 9. Thanksgiving Day        |
| 4. Good Friday                   | 10. Day After Thanksgiving |
| 5. Memorial Day                  | 11. Christmas Day          |
| 6. Independence Day              |                            |

In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Township has to change the date to comply with the State, it will be celebrated on the date that the State sets forth.

In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, it will be celebrated on Tuesday. In the event the Township has to change the date to comply with the State, it will be celebrated on the new date that the Township sets forth.

In the event a holiday falls within an employee's vacation period, the holiday shall not be charged against vacation leave.

In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless on an excused absence and the employee must have worked at least 35 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)). If employee calls out sick the day before and/or the day after a holiday and he/she fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face additional disciplinary action.

Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.

Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his or her sick leave.

Employees who are on leave of absence without pay will not be eligible for holiday pay.



BHS

## ARTICLE VIII

### VACATIONS:

1. All full time employees shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave and/or on an approved family medical leave under the FMLA, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service:	1 day per month
After completion of 1 year of continuous service:	14 working days
After completion of 5 years of continuous service:	17 working days
After completion of 11 years of continuous service:	22 working days
After completion of 17 years of continuous service:	23 working days
After completion of 19 years of continuous service:	24 working days
After completion of 20 years of continuous service:	25 working days
After completion of 25 years of continuous service:	27 working days

Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

2. The rate of vacation pay shall be the employee's regular straight time rate of pay.

3. Vacation allowance must be taken during the current calendar year or the employee shall lose said vacation time. It also must be taken at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only. A permanent employee is permitted to carry over one-half of employee's allotted vacation time into the following year. It is understood between the parties that unused vacation cannot be carried over for more than one year. Upon execution of this agreement, an employee may sell back no more than five (5) days of unused vacation from January 2017 going forward in each calendar year of this agreement.



BHS

4. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

5. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

6. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

7. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave and/or on an approved family medical leave under guidelines of the FMLA.

8. Employees called back to work while on vacation shall receive double time for that time.

9. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employer and will not be based on seniority.

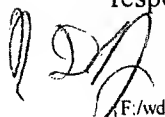
## ARTICLE IX

### GENERAL PROVISIONS

1. The Employer agrees to make available a bulletin board for the Union. Said bulletin board shall be used for posting the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

2. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

3. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective divisions prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective divisions.



4. The Township agrees to reimburse employees for the cost of obtaining or renewing any certification or license required by their employment with the Township. Any employee who wishes to be reimbursed for obtaining a certificate or license that is not required for their current position must first receive approval by the Department Head and the Business Administrator.

LONGEVITY: Effective January 1, 2016, longevity will be converted to a dollar amount for each employee in this unit and it will be rolled into the pensionable base pay. Effective January 1, 2016 and each year thereafter, no longevity payments will be made to any new hires or unit members.

CLASSIFICATION AND JOB DESCRIPTION: The classifications for employees covered by this Agreement are attached hereto as Appendices A, and B and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to in the grievance procedure commencing with Step 3 of this Agreement. The above does not include titles outside the bargaining unit. This provision is not applicable in the event that Civil Service retitles a job or changes a title through a mass change.


Should the Union have a question about a job description, the Personnel Officer will furnish a copy of the Civil Service Job Specification. Any additional questions should be directed to the Personnel Officer.

LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Lateness and unjustified absence shall be cause for discipline.

CONTRACTING WORK OUT: The Employer shall have the right at its discretion to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or subcontracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this agreement.

REPORT TO WORK PAY: An employee called to work after hours will get a minimum of two hours pay for being called to work. However, if the employee called to work actually works one hour or less, the second hour shall be paid at straight time.

DEPUTY COURT CLERK: The Deputy Court Clerk shall be compensated his/her rate of pay for performing job related duties at home for actual time spent.

  
Bifs

**GAS ALLOWANCE:** Gas allocation may be provided to those employees who are required to use their personal vehicle for assigned Township business.

Township employees may receive the IRS gas allocation per mile for use of their own personal vehicle for Township business. Employees may also be provided with a Township vehicle upon request of their Department Head and authorization of the Township Administrator or Mayor.

## ARTICLE X

### MEDICAL AND HOSPITAL INSURANCE BENEFITS

Employee and his/her dependents as set forth in the State Health Benefit Program will be eligible for health and prescription drug coverage after the permanent employee has been continually employed for sixty (60) days. Effective January 1, 2013, all full-time employees will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2. BHS

The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.


The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Committee and that the Township has no control over such changes and is not liable to any unit member if the Committee makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

The Township will provide paid retiree medical, hospitalization, prescription drug benefits to eligible retirees:

The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employment Retirement System of New Jersey (PERS).

A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. Retired employee must first be eligible for Medicare Part B before the spouse becomes eligible for Medicare benefits. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired on or after September 1, 2014 shall not be eligible for Medicare Part B benefits.

  
BHS

Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey in which the covered retired employee deceased.

#### OPTICAL AND DENTAL:

Dental and optical benefits accrue for employee and employee's eligible family member after employee becomes permanent and continually employed for ninety (90) days.

The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

The vision reimbursement shall be up to a maximum amount of \$400.00 per calendar year for employee and every eligible family member.

If a Township employee is married to another Township employee, they shall not each receive dental coverage and vision reimbursement.

#### ARTICLE XI

##### ACCESS TO PERSONNEL FOLDER:

An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

##### VITAL INFORMATION:

It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below. Failure of the employee to notify the Personnel Officer of a change within thirty (30) days shall result in disciplinary action.

1. Name;
2. Address;
3. Telephone number;

*Handwritten signature*  
BAS -

4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

## ARTICLE XII

### Intentionally Omitted

## ARTICLE XIII

### POSTING OF JOBS:

All positions within the Township that become available through vacancy due to retirement, promotions, reclassification, etc. will be posted on the bulletin boards of each Township building. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making applications and said application must be made within five (5) working days of posting. A copy of the posting will be given to the Shop Stewards.

## ARTICLE XIV

### WORKING UNIFORMS:

Effective January 1, 2016, dispatcher shall receive a uniform and boot allowance of \$850 for each year of this contract. Effective January 1, 2016, Animal Control Officers and Nurses shall receive a uniform and boot allowance of \$800.

2. Commencing January 1, 2017, Construction Inspectors in the construction department shall receive \$800 in annual uniform and boot allowance. However, if a Construction Inspector utilizes the Construction Trust to purchase or replace a uniform or boots, the employee will no longer be eligible to receive the Contractual allowance.

  
BHS

3. Commencing January 1, 2017, Health Inspectors, Assistant Assessors and Assessors Aides and IT Department members shall receive \$800 in annual uniform and boot allowance,
4. Employees who are only required to wear boots shall receive \$250 for each year of the contract,
5. Effective June, 1, 2017, any employee receiving a uniform and/or boot allowance shall be required to wear their uniform daily. Failure to wear appropriate uniforms during regularly scheduled work hours or overtime, excepting emergencies will result in disciplinary action.

The clothing allowance shall be received in two payments, on January 1st and July 31st of each calendar year.

Uniform allowance for new hires shall be prorated relative to the start of the calendar year (January 1st) and the employee's date of hire.

8. Employees may ask the Township Business Administrator for a uniform replacement if they have spent their allowance on new uniforms and their uniform is ruined in the line of work.

## ARTICLE XV

### UNUSED SICK LEAVE-RETIREMENT

Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS, and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars. This supplemental compensation shall be paid in a lump sum within sixty (60) days after the effective date of retirement, provided however that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

With regard to an Employee who dies, if any permanent Employee of the unit shall die and have to his or her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be



computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for an employee hired after September 1, 2014 and twenty thousand (\$20,000.00) dollars for an employee hired prior to September 1, 2014, for a death during the duration of this contract, to be paid to the estate not later than eight (8) months after the death of the employee.

## ARTICLE XVI

### WAGES

ENTRANCE SALARIES shall be as follows:

#### Level Hiring Rate

- a. For those employees hired in calendar year 2016 at an entry level salary of \$25,000, the entry level salary will be raised to 26,000 on January 1, 2017.
- b. \$28,000
- c. \$30,000
- d. \$32,000
- e. \$34,000
- f. \$36,000
- g. \$38,000

See Appendix B for Job Classifications.

#### WAGE INCREASES:

- a. January 1, 2016 to December 31, 2016 2.0% on their base pay
- b. January 1, 2017 to December 31, 2017 2.25% on their base pay
- c. January 1, 2018 to December 31, 2018 2.25% on their base pay
- d. January 1, 2019 to December 31, 2019 2.25% on their base pay

On January 1, 2017 any member of this association employed as of that date and whose annual base salary is less than forty thousand (\$40,000) dollars shall receive a onetime payment of two hundred fifty (\$250) dollars which will be added to that

  
B45

employee's base pay after which the wage increase set forth in #1 also for the year January 1, 2017 to December 31, 2017 shall be added to their base pay.

## ARTICLE XVII

### TERM OF CONTRACT:

This agreement shall be effective as of January 1, 2016, and shall remain in full force and effect until midnight on December 31, 2019.

## ARTICLE XVIII

### SEPARABILITY AND SAVINGS:

If any provision of this agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Personnel or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this agreement shall not be affected thereby and shall continue in full force and effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof

## ARTICLE XIX

### HEALTH AND SAFETY:

The Township agrees that it shall to the best of its ability, provide a safe and healthy workplace for its employees in compliance with all applicable Federal and State laws and regulations. Employees are required to take all steps required and within the employee's control to maintain a safe and healthy workplace.

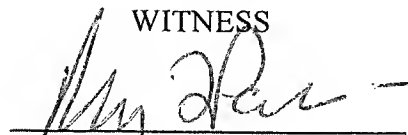
## ARTICLE XX


PROVISIONS AFFECTING ONLY EMPLOYEES IN PUBLIC SAFETY  
TELECOMMUNICATOR TITLES ARE IDENTIFIED IN APPENDIX A:

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS

EWING TOWNSHIP:

  
Charles E. Pae  
BGS {F:\wdox\docs\011276\00134\05166005; 2} 27  
April 27, 2017

  
Mayor  
CWA Local 103  
April 27, 2017

## Appendix A

### Public Safety Telecommunicator Titles

#### Shifts

Telecommunication Operators will work a steady day shift, steady night shift or a rotating shift, between days and nights, on a twenty-eight (28) day rotation.

Shift assignments will be at the discretion of the Chief of Police so as to effectively and efficiently provide dispatch services to the community. Assignments will be made using a variety of factors to include requested shifts, seniority, experience, etc. Shift assignments made by the Chief of Police are final.

#### Hours of Work-Work Week

With a work week beginning on a Monday, the work week rotation will be two (2) days working (the first being an eight-hour shift) followed by two (2) days off, three (3) days working followed by two (2) days off, two (2) days working followed by three (3) days off.

The hours of work (although subject to management prerogative) will be from 0700 – 1900 hours (days) and 1900 – 0700 (nights) for the twelve (12) hour shifts and 0700 – 1500 hours (days), 1500 – 2300 hours (evening) and 2300 – 0700 hours (nights) for the eight (8) hour shift.

#### Manpower

Minimum manpower for the Dispatch Center will be two (2) telecommunication operators per shift. One (1) telecommunication operator will be allowed off on vacation time/comp time/SAT time, CTO time and one (1) on a personal day for a total of two (2) telecommunication operators off on any one (1) shift unless prior authorization is granted by the Chief of Police or his/her designee.

#### Maximum Hours of Work/Overtime

The maximum number of hours a Telecommunication Operator can work in a twenty-four (24) period is seventeen (17) hours. All hours worked in excess of the normally scheduled hours shall be considered overtime. Overtime not contiguous with a regularly scheduled shift shall be no less than two (2) hours in duration in a non-emergency situation and shall be no less than four (4) hours in an Emergency Call Back. Emergency is hereby defined as that period of time when the health, safety, and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

Telecommunication operators working the Pitman twelve (12) hour schedule modified with an eight (8) hour shift will work 2080 hours a year. To compensate the telecommunication operators for the 44-hour work week, they will receive four (4) hours in Schedule Adjustment Time (SAT) for every two (2) weeks worked. This time will be put into an SAT bank. SAT cannot be cashed in and must be used by the end of the calendar year. For all newly hired telecommunication operators, SAT will be prorated based upon the

Appendix B

JOB CLASSIFICATIONS

Level A	<p>Clerk 1</p> <p>Keyboarding Clerk 1</p> <p>Assessing Aide</p>	<p>Radio Dispatcher</p> <p>Animal Attendant</p>
Level B	<p>Clerk 2</p> <p>Keyboarding Clerk 2</p> <p>Account Clerk</p>	<p>Keyboarding Clerk 1 Bilingual</p> <p>Radio Dispatcher/Typing</p> <p>Sr. Assessing Aide</p>
Level C	<p>Clerk 3</p> <p>Keyboarding Clerk 3</p> <p>Senior Account Clerk</p> <p>Principle Assistant Assessor</p> <p>Technical Assistant Construction Official</p> <p>Deputy Registrar of Vital Statistics</p> <p>Animal Control Officer</p> <p>Radio Dispatcher/KB Clerk 2</p>	
Level D	<p>Public Safety Telecommunicator Trainee</p> <p>Deputy Court Administrator</p> <p>Recreation Aide</p> <p>Principle Account Clerk</p> <p>Registrar of Vital Statistics</p> <p>Trainee-Registered Environmental Health Specialist Trainee</p>	
Level E	<p>Assistant Assessor</p> <p>Registered Environmental Health Specialist (REHS)</p> <p>Practical Nurse/LPN</p> <p>Public Safety Telecommunicator</p> <p>Rec-Leader Senior Citizens</p>	
Level F	<p>Sr. REHS</p> <p>Sr. P.S. Telecommunicator</p> <p>Public Health Nurse</p> <p>Fire Prevention Specialist</p> <p>Building Inspector</p> <p>Housing Inspector</p> <p>Plumbing Inspector</p> <p>Electrical Inspector</p> <p>Fire Protection Inspector</p>	
Level G	<p>Computer Service Technician</p> <p>Principle REHS</p>	

BYS  
BAR

date they are put into this schedule. Any telecommunication operator separating service during the calendar year will have their SAT prorated based upon their last day of service.

Summary

The Chief of Police reserves the right, at any time, to modify the schedule. Thirty-days' notice (30) will be provided when feasible. However, a modification to the schedule will only occur if circumstances indicate that a change is necessary to better provide proper, efficient, and cost effective service to the community.

Ewing/CWA Local 1032

Proposed Terms of Agreement ("MOU")

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BHS 1.  
JDS

The Agreement will be from January 1, 2016 through December 31, 2019.

BHS 2.  
JDS

The Union agrees to advise the Township of any changes of the officer or representative of the Union who is authorized to deal with the Township within seventy-two (72) hours.

BHS 3.  
JDS

The Township's seniority is defined as an employee's continued length of service with the Township beginning with his or her initial date of hire. Any authorized leave of absence, including layoffs and/or recall, will be considered to be continuous service.

BHS 4.  
JDS

The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon a reasonable request.

BHS 5.  
JDS

Probationary employees should be deemed as such for ninety (90) calendar days. If the employee's performance is not satisfactory during his or her working test period, the appointing authority may dismiss the employee or, in the case of promotion, revert the employee back to his or her former position if that position is still open. The Township has the right to extend the probationary period for an additional thirty (30) calendar days or, in the case of promotion, revert the employee back to his or her former position as set forth in N.J.A.C. 4A:4-1.9.

B4S 6. *ADD* Layoffs shall be defined as involuntary separation of employee for a reason other than delinquency or misconduct. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification. On recall after a layoff, employee shall be transferred and recalled in reverse order according to the needs of the Township and according to Civil Service rules regarding layoffs.

B4S 7. *ADD*

A. An employee who has been absent on sick leave for five (5) consecutive work days will be required to submit medical evidence substantiating the illness.

B. If there is a reasonable belief by the Township that the employee has habitually abused the sick leave policy, the employee shall be required to bring a medical certification prior to his or her return to work. Continued abuse of the sick leave policy can lead to disciplinary action.

B4S 8. *ADD* Sick time shall not be used in conjunction with vacation, personal days, or holidays unless a physician's note is provided to substantiate the illness.

B4S 9. *ADD* Bereavement leave will be as set forth in the Township's Policy and Procedure Manual.

B4S 10. *ADD* An appointing authority may grant a leave of absence without pay to any employee elected or appointed as an official of the employee's Union for a period of one (1) year.

BHS  
AKZ 11. An employee will be required to return to work if released from jury duty and the employee has two (2) or more hours remaining in the work day. Documentation will be required to demonstrate the time the employee is released from jury duty

BHS  
AKZ 12. In grievance proceedings, the request for arbitration must be filed with the appropriate agency no later than ten (10) working days after receive of the response or expiration of the time in Step 5. Any late cancellation of an arbitration shall be the responsibility of both parties requesting the postponement unless the cancellation was unilateral.

BHS  
AKZ 13. Prior to any disciplinary proceedings, where possible, progressive discipline shall be utilized. Any counselling session or verbal warning must be documented. Disciplinary matters can be appealed to the Office of Administrative Law and are not subject to binding arbitration. Criminal matters are handled pursuant to N.J.A.C. 4A:2-2.7.

BHS  
AKZ 14. The work week shall consist of five (5) consecutive eight (8) hour days, which includes an unpaid sixty (60) minute lunch, either Monday to Friday or Tuesday to Saturday.

BHS  
AKZ 15. Work schedules will not be changed unless the Union is made aware of the schedule with no less than twenty (20) days' notice.

BHS  
AKZ 16. If an employee takes time off for a holiday, vacation, personal day, or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not considered hours worked and will not be included in total hours worked for overtime or compensatory time purposes. This section shall not apply if the employee is required by the Township to work overtime. If an employee, after working overtime is out sick,



the employee must bring a medical notice in order to be considered for overtime or compensatory time. Requests for overtime will be based upon seniority.

*BHS*  
*RM* 17. From January 1, 2017 through December 31, 2017 employees shall receive twelve (12) paid holidays (including Lincoln's birthday). From January 1, 2018 through the remainder of this agreement employees shall receive eleven (11) paid holidays.

*BHS*  
*RM* 18. Employees will be allowed to sell back up to five (5) vacation days per calendar year beginning January 2017. Upon reaching twenty-five (25) years of service, employees shall receive an additional two (2) vacation days.

*BHS*  
*RM* 19. Effective January 1, 2016, employees employed sixty (60) days for health and benefit purposes and ninety (90) days for dental and optical coverage purposes and are full-time will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.

*BHS*  
*RM* 20.  
A. An employee's last fifteen (15) years of employment prior to retirement must be with the Township to be eligible for retirement benefits from the Township.

B. Any employee hired after September 1, 2014 may only receive a maximum of \$15,000.00 for earned and unused accumulated sick leave upon retirement. Employees hired prior to September 1, 2014 may only receive a maximum of \$20,000.00 for earned and unused accumulated sick leave upon retirement.

C. For those employees hired after July 1, 2014, the spouse of that member shall not be eligible for Medicare Part B benefits.

D. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

BHS 21. Wages.  
RR

A. Increases

January 1, 2016 to December 31, 2016, 2% of base pay;

January 1, 2017 to December 31, 2017, 2.25% of base pay;

January 1, 2018 to December 31, 2018, 2.25% of base pay;

January 1, 2019 to December 31, 2019, 2.25% of base pay.

On January 1, 2017, any member of this association, employed as of that date and whose annual base salary is less than forty thousand (\$40,000) dollars shall receive a onetime payment of two hundred fifty (\$250) dollars which will be added to that employee's bases pay after which the wage increase set forth in A above. also for the year January 1, 2017 to December 31, 2017 shall be added to their base pay.

B. Hiring Rate

A. For those employees hired in calendar year 2016, at an entry level salary of \$25,000, the entry level will be raised to \$26,000 on January 1, 2017.

B. \$28,000

C. \$30,000

D. \$32,000

E. \$34,000

F. \$36,000

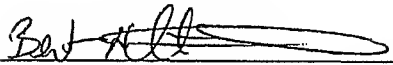
G. \$38,000

BHS 22. Clothing allowance will be paid as follows:  
RR

H. Employees may ask the Township Business Administrator for a uniform replacement if they have spent their allowance on new uniforms and their uniform is ruined in the line of work .

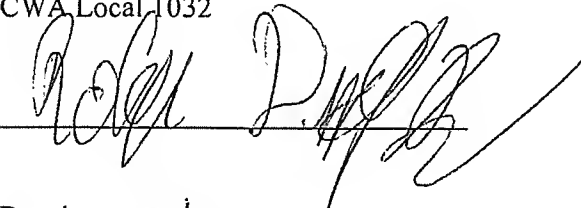
*RHS* 23. The amounts of optical payment shall be \$400.00 per family member per calendar year.

TOWNSHIP OF EWING

  
Bert Steinmann, Mayor

Dated: 4/25/17

CWA Local 1032



Dated: 4/25/2017

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/16 thru 6/30/19.

Employer: Ewing Township  
County: Meriden  
Date: 6/20/17  
Name: Kim Macellaro  
Print Name  
Title: Municipal Clerk  
Kim Macellaro  
Signature